

**PRINT in INK**

Enter the name of the county in which this case is filed.	<b>STATE OF WISCONSIN, CIRCUIT COURT,</b> _____ <b>COUNTY</b>	<i>For Official Use</i>
Enter the name of the petitioner. If joint petitioners, enter the name of the wife.	In RE: The marriage of <b>Petitioner/Joint Petitioner-Wife:</b>  _____ First name                      Middle name                      Last name and	
Enter the name of the respondent. If joint petitioners, enter the name of the husband.	<b>Respondent/Joint Petitioner-Husband:</b>  _____ First name                      Middle name                      Last name	<b>Marital Settlement Agreement</b> Without Minor Children  <input type="checkbox"/> <b>Divorce-40101</b> <input type="checkbox"/> <b>Legal Separation-40201</b>  Case No. _____
Check divorce or legal separation.		
Enter the case number.		

Check 1 or 2.  If 2, enter the reason you are asking for a legal separation and not a divorce.	<b>WE AGREE AS FOLLOWS:</b>  <b>A. MARITAL RELATIONSHIP</b> 1. <input type="checkbox"/> <b>Divorce:</b> This marriage is irretrievably broken.  2. <input type="checkbox"/> <b>Legal Separation:</b> This marriage is broken and the reason we are requesting a legal separation and not a divorce is: _____
Check a, b, or c.  If b, enter a date and choose 1 or 2.  If 1, enter the reasons.  If c, enter the maintenance amount and the month and year the payments should begin and end.	<b>B. MAINTENANCE (Spousal Support)</b> 1. <b>For the Wife:</b> a. <input type="checkbox"/> The wife gives up her right to receive maintenance. She understands that by giving up maintenance at this time, she may never ask for maintenance. b. <input type="checkbox"/> The wife is not requesting maintenance at this time, but leaves open her right to request it until _____. Her right to request maintenance is limited to: 1. <input type="checkbox"/> the following circumstance(s) only: _____ 2. <input type="checkbox"/> any appropriate substantial change in circumstance. c. <input type="checkbox"/> The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of _____, 20_____, or until the wife remarries, dies, or by court order, whichever comes first.  2. <b>For the Husband:</b> a. <input type="checkbox"/> The husband gives up his right to receive maintenance. He understands that by giving up maintenance at this time, he may never ask for maintenance. b. <input type="checkbox"/> The husband is not requesting maintenance at this time, but leaves open his right to request it until _____. His right to request maintenance is limited to: 1. <input type="checkbox"/> the following circumstance(s) only: _____ 2. <input type="checkbox"/> any appropriate substantial change in circumstance. c. <input type="checkbox"/> The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of _____, 20_____, or until the husband remarries, dies, or by court order, whichever comes first.
Check a, b, or c.  If b, enter a date and choose 1 or 2.  If 1, enter the reasons.  If c, enter the maintenance amount and the month and year the payments should begin and end.	

Enter a or b.

If b, check 1 or 2. If 2, enter the employer information.

### 3. Payments shall be made:

- a. ☐ No payments are ordered to be made.  
 b. ☐ to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200:  
 1. ☐ directly from the payer to WI SCTF (**only allowable if self-employed**).  
 2. ☐ by income assignment from the payer's employer as indicated below:

Employer name \_\_\_\_\_

Address of payroll office \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### 4. Arrearages for Previously Ordered Maintenance: The amount of the maintenance arrears owed to a party shall be paid as follows:

- a. ☐ No maintenance was previously ordered. There is no amount due.  
 b. ☐ The party has paid all maintenance as ordered. There is no amount due.  
 c. ☐ If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set to zero.  
 d. ☐ The parties agree that the amount of the arrears:  
 1. ☐ shall be set as follows: \$ \_\_\_\_\_  
 2. ☐ shall be determined by the court at the time of the final hearing.  
 and shall be paid and earn interest at the rate of \_\_\_\_\_% per year and payment shall be made as:  
 A. ☐ a one-time payment to the WI SCTF made by (date) \_\_\_\_\_.  
 B. ☐ through monthly income withholding by the WI SCTF in the amount of \$ \_\_\_\_\_ beginning on the first day of the month of \_\_\_\_\_, 20 \_\_\_\_ until the arrearages are paid in full.

**Note:** An arrearage is an amount ordered that has not been paid and is overdue.

Check a, b, c or d.

If d, check 1 or 2. If 1, enter arrearage amount, If 2, enter the interest rate and check A or B. If A, enter the date. If B, enter the amount of the monthly payment and the month and year the payments shall begin.

### C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

### D. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that we presently owe (either individually or as a couple) and who we agree shall be responsible for the payment of each debt:

For each debt owed individually or jointly, write the name, current balance, and check who will be responsible for payment.

**Note:** Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

Creditor's Name	Balance	To be Paid by Wife	To be Paid by Husband
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
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_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

**The parties agree and understand that:**

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and that each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion for contempt of court.

Complete this section with as much detail as possible.

**Note:** There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

**Note:** If you have already divided the property, you must still disclose how you divided it below.

**Note:** Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties. If the parties have disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed and what happened to it.

**E. PERSONAL PROPERTY DIVISION**

1. **Division:** The parties agree to the final personal property division as indicated below:

List the property and check if the wife or husband will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	Wife = W	Husband = H
<b>Household Items</b>	<b>W</b>	<b>H</b>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Automobiles</b>	<b>W</b>	<b>H</b>
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Life Insurance</b>	<b>W</b>	<b>H</b>
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Business Interests</b>	<b>W</b>	<b>H</b>
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts</b>	<b>W</b>	<b>H</b>
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc.</b>	<b>W</b>	<b>H</b>
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cash and Deposit (Savings &amp; Checking) Accounts</b>	<b>W</b>	<b>H</b>
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If more space is necessary, mark the box and attach additional sheets.

Check a or b. If b, list the items and indicate when and how any exchange of personal property will take place.

Check 1 or 2.

If 2, and the parties own a primary residence, check a.

If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

**Attach a copy of the legal description.**

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check A or B, then check 1, 2, 3, or 4. If 4, enter how shared responsibility for other expenditures that occur while the property is being sold.

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A.

Other Personal Property		W	H
Description of Asset			
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

2. **Exchange:** The following items still need to be exchanged between the parties:

a. ☐ **None:** all personal property has already been exchanged to the satisfaction of both parties.

b. ☐ **List of items:** \_\_\_\_\_

The exchange of personal property shall be made by (date) \_\_\_\_\_ according to the following arrangements: \_\_\_\_\_

Any item of personal property not listed in #2(b) above shall be awarded to the party who has possession at the time of the final hearing.

#### F. DIVISION OF REAL ESTATE

1. ☐ Neither party owns any real estate at this time.

2. ☐ One or both parties own real estate at this time.

a. ☐ **Primary Residence:** The parties own a primary residence located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ The primary residence shall be awarded to the:

A. ☐ wife

B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ The residence shall be placed on the market for sale.

A. Pending sale, the mortgage, taxes, and insurance shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

B. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties within 30 days of sale as follows:

a. The wife to receive \_\_\_\_\_ %.

b. The husband to receive \_\_\_\_\_ %.

b. ☐ **Other Real Estate:** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached Schedule A.

**Transfer of Title:** Both parties understand that this marital settlement agreement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The

party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

### G. EQUALIZATION OF MARITAL PROPERTY DIVISION

1. ☐ No payment is required to be made to equalize the marital property division because:
  - a. ☐ the property and debt division are equalized to the satisfaction of the parties.
  - b. ☐ equalization has been accomplished through a division of real estate sale proceeds.
2. ☐ A payment of \$\_\_\_\_\_ is required to equalize the marital property division.
  - a. This payment shall be made by the:
    1. ☐ wife to the husband.
    2. ☐ husband to the wife.
  - b. This payment:
    1. ☐ has already been made.
    2. ☐ shall be made in a lump sum payment no later than (date) \_\_\_\_\_.
    3. ☐ shall be paid in the amount of \$\_\_\_\_\_ per month beginning on the first day of the month of \_\_\_\_\_, 20\_\_\_\_.
  - c. The amount shall earn interest until paid in full at the rate of \_\_\_\_\_% per year:
    1. ☐ from the date of the final hearing.
    2. ☐ from the date the payment was due.

If 1, check a or b.

If 2, enter the amount.

In a, check 1 or 2.

In b, check 1, 2 or 3.  
If 2, enter the date  
[month, day, year].

If 3, enter the amount  
and date.

In c, enter the  
percentage and check  
1 or 2.

In 2, check a or b.

If b, check 1 or 2.

If 2, indicate how the  
parties agree to handle  
the filing (expense and  
refund, if any).

Check 1, 2, or 3.

If 2 or 3, enter the  
former surname.

Check 1 or 2.

If 2, attach any  
additional agreements.

### H. TAXES

#### 1. Year of Divorce/Legal Separation:

- The parties agree to file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Marital Property law.
- The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties acknowledge that each is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

#### 2. Years Before Divorce/Legal Separation:

- a. ☐ Tax returns for all previous years have been filed.
- b. ☐ The parties agree to file returns for the previous tax years as follows:
  1. ☐ share preparation expenses, tax liability and/or refund equally.
  2. ☐ Other: \_\_\_\_\_

### I. LEGAL NAME RESTORATION

1. ☐ Neither party requests the right to use a former legal surname.
2. ☐ The wife requests the right to use a former legal surname of \_\_\_\_\_
3. ☐ The husband requests the right to use a former legal surname of \_\_\_\_\_

**Note:** If this is an action for legal separation, the court cannot allow a spouse to resume a former legal surname unless and until the judgment is converted to a divorce.

### J. OTHER AGREEMENTS

We understand that any oral agreements are not enforceable by the court.

1. ☐ We have no other agreements, written or oral, concerning this marriage.
2. ☐ We have attached written agreements concerning this marriage, copies of which are attached.

### K. AGREEMENTS and UNDERSTANDINGS

We understand and agree that:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed of our income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.

- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

**L. VOLUNTARY EXECUTION / NATURE OF AGREEMENT**

We assume equal responsibility for the entire content of this agreement. We have entered into this marital settlement agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. We believe the terms to be fair and reasonable under the circumstances.

We acknowledge that there may be substantial legal and tax implications with regard to this agreement. We understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. We acknowledge that each of us has the right to seek the advice of our own personal attorney.

**M. MUTUAL / GENERAL RELEASE**

We release each other from any claim of any nature that may exist. Neither of us may, at any time hereafter, sue the other, or our heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. We agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. We understand that this mutual and general release shall not become effective until this **Marital Settlement Agreement** is approved by the court.

**N. FULL DISCLOSURE AND RELIANCE**

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under §767.27 Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

**O. RESTRAINING ORDER**

We agree to never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

**P. EXECUTION OF DOCUMENTS**

Now, or in the future, on demand, we agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this agreement.

**Q. DIVESTING OF PROPERTY RIGHTS**

Except as otherwise provided for in this agreement, we give up all rights to the property awarded to the other.

All property awarded to a party shall be the separate property of that party.  
We shall have the right to manage our separate property as if we had never been married.

**R. SURVIVAL OF AGREEMENT AFTER JUDGMENT**

We agree that the provisions of this agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either of us may enforce this agreement in this or any other court of competent jurisdiction.

**S. JURISDICTION**

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

**T. APPROVAL OF COURT REQUIRED**

We have read this agreement and agree with its terms. We submit this **Marital Settlement Agreement** to the court for approval, and request the court to incorporate its terms in the final

judgment. Once approved by the court, we understand that either of us may enforce this agreement in this or any other court of competent jurisdiction.

**U. WAIVER OF APPEARANCE**

We agree that the court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Marital Settlement Agreement** even if the respondent or one of the joint petitioners does not appear.

The wife must sign  
and print her name.

Enter the date on  
which she signed her  
name.

**Note:** This signature  
does not need to be  
notarized.



Signature of Wife

Print or Type Name

Date

The husband must sign  
and print his name.

Enter the date on  
which he signed his  
name.

**Note:** This signature  
does not need to be  
notarized.



Signature of Husband

Print or Type Name

Date

**SCHEDULE A – DIVISION OF OTHER REAL ESTATE**

**A. ☐ Parcel 2:** The parties own other real estate located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ The real estate shall be awarded to the:

a. ☐ wife

b. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ The residence shall be placed on the market for sale.

a. Pending sale, the mortgage, taxes, and insurance shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

b. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

a. The wife to receive \_\_\_\_\_ %.

b. The husband to receive \_\_\_\_\_ %.

**B. ☐ Parcel 3:** The parties own other real estate located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ The real estate shall be awarded to the:

a. ☐ wife

b. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ The residence shall be placed on the market for sale.

a. Pending sale, the mortgage, taxes, and insurance shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

b. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ shared as follows: \_\_\_\_\_

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

a. The wife to receive \_\_\_\_\_ %.

b. The husband to receive \_\_\_\_\_ %.